

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 6/16/04

Division: Management Services

Bulk Item: Yes x No

Department: Technical Services

AGENDA ITEM WORDING: Approval to waive Purchasing Policies and Approval of contract with BellSouth for point to point megalinks.

BACKGROUND: This new Contract will be for 5 years. This contract will replace the existing contract approved by the BOCC in June 2003. Additional T1's have been ordered to inter connect County system's so that we can eliminate off premise extensions. Systems are being upgraded to work with T1's so that we can centralize trunking and reduce cost. The Purchasing Policy waiver is being requested due to the fact that the telephone circuits are and existing part of the system.

PREVIOUS RELEVANT BOCC ACTION: See Above

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$443,466.00 5 years/\$88,693.20 per year

BUDGETED: Yes

COST TO COUNTY: \$443,466.00 **SOURCE OF FUNDS :** Primarily Ad Valorem

REVENUE PRODUCING: Yes No x **AMOUNT PER MONTH:** \$ 0

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

Sheila A. Barker
(Sheila Barker)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # 013

tech S205
OK
JFV 4/2/04

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: BellSouth Contract #
 Effective Date: 6/16/04
 Expiration Date: 6/16/09
 Contract Purpose/Description:
Approval of contract with BellSouth for Point to Point Megalinks

Contract Manager: Lisa Druckemiller 5100 Technical Services/ 5B
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 6/16/04 Agenda Deadline: 6/01/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 443,466.00 Current Year Portion: \$ \$29,564.40
 Budgeted? Yes ☒ No ☐ Account Codes: 001-06002-530-410-
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$88,693.20/yr For: Phone Services
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sheila Baker</u>	<u>5/27/04</u>
Risk Management	<u>5/27/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Smith</u>	<u>5/27/04</u>
O.M.B./Purchasing	<u>5/27/04</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Sheila A. Baker</u>	<u>6/2/04</u>
County Attorney	<u>5/28/04</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>Sheila</u>	<u>5/28/04</u>

Comments: I'm not sure which BellSouth Master Order Attachment(s) was/were the subject of RFP process. Those which weren't require BOCC approval to waive RFP process. Since Master Agreement calls for payment in advance unless provided otherwise in the Master Order Attachments, this Attachment needs to specify payment in arrears, after receipt of proper invoice.

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-0156-03

MASTER SERVICES AGREEMENT - ORDER ATTACHMENT FOR CSA SERVICES

This Order Attachment Agreement is Made Pursuant to the Master Services Agreement No. FL03-F871-00

This Agreement is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff.

Offer Expiration: This offer shall expire on: 8/30/04.

Customer's Billing Address:
MONROE COUNTY
1200 TRUMAN ST.
KEY WEST, FL 33043

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT..

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-0156-03
Option 1 of 1

Estimated service interval following acceptance date: Negotiable weeks

Service description:

This Contract Service Arrangement (CSA) provides for MegaLink® service.

This Agreement is for sixty (60) months.

This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials _____

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-0156-03

Option 1 of 1

IN WITNESS WHEREOF, the Parties hereto have caused this Order Attachment to be executed by their respective duly authorized representatives on the date indicated below.

Accepted by:

Subscriber:
MONROE COUNTY

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-0156-03
Option 1 of 1

RATES AND CHARGES

<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. MegaLink® Service Establishment Charge, per entire MegaLink®	\$.00	\$.00	MGLSE
2. MegaLink® service, Digital Local Channel, first 1/2 mile	\$.00	\$95.05	1LDPZ
3. MegaLink® service, Digital Local Channel, each additional 1/2 mile	\$.00	\$20.00	1LDPA
4. Clear channel capability, per MegaLink® service channel optioned as Extended Superframe Format (SF), at initial installation	\$.00	\$.00	CCOEF
5. MegaLink® service, premises visit, per visit	\$.00	\$.00	MGLPV
6. Standard data network interface, single line T/R, T1/R1, miniature eight position non-keyed network interface for 1.544 Mbps digital service, per Digital Local Channel	\$.00	\$.00	RJ48C

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**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL04-0156-03
Option 1 of 1

RATES AND CHARGES

NOTES:

All applicable rates and regulations for this service as set forth in the Private Line Services Tariff and the General Subscriber Service Tariff are in addition to the rates and regulations contained in this CSA.

These rates and charges include the rate elements that have been specifically discounted. Other rate elements that are used in the provision of the service may not have been listed but can be found in the appropriate BellSouth tariff.

The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability.

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$219.00
MGLSE	\$575.00, each
1LDPZ	\$350.00, each
MGLPV	\$ 40.00, each
RJ48C	\$ 8.00, each

Non-Appropriation of Funds

In the event that all or any part of the Service is disconnected at Customer's request prior to expiration of any selected minimum service term of greater than one month's duration, Customer will be required to pay an early termination charge as stated in the terms and conditions. The provisions concerning liability for early termination charges only shall not be applicable to Customer when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

a statute; an ordinance; a policy directive; or a Constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When Service is being provided and funding to the governmental entity for such Service becomes unavailable, Customer may cancel the Service without additional payment obligation. Provided, however, that if Customer cancels the Service for any reason other than the unavailability of funds, the early termination liability provisions in the terms and conditions shall apply.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**LOBBYING AND CONFLICT OF INTEREST CLAUSE
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

(signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

Point-to-Point MegaLink Contract Prices - Monroe County (Term = 60 Months)						
Rate Element	USOC	Quantity	Installation Cost	Monthly Cost (Unit)	Monthly Cost (Total)	
Clear Channel Capability - Extended Superframe	CCOEF	2	\$0.00	\$0.00	\$0.00	
Service Establishment Charge	MGLSE	2	\$0.00	\$0.00	\$0.00	
Digital Local Channel - First 1/2 Mile	1LDPZ	4	\$0.00	\$95.05	\$380.20	
Digital Local Channel - Each Additional 1/2 Mile	1LDPA	2	\$0.00	\$20.00	\$40.00	
Premises Visit Charge	MGLPV	1	\$0.00	\$0.00	\$0.00	
Standard Data Network Interface (1.544M Jack)	RJ48C	4	\$0.00	\$0.00	\$0.00	
TOTAL			\$0.00		\$420.20	

2 CIRCUITS

500 Whitehead St. to 1200 Truman St.

Point-to-Point MegaLink Contract Prices - Monroe County (Term = 60 Months)						
Rate Element	USOC	Quantity	Installation Cost	Monthly Cost (Unit)	Monthly Cost (Total)	
Clear Channel Capability - Extended Superframe	CCOEF	1	\$0.00	\$0.00	\$0.00	
Service Establishment Charge	MGLSE	1	\$0.00	\$0.00	\$0.00	
Digital Local Channel - First 1/2 Mile	1LDPZ	2	\$0.00	\$95.05	\$190.10	
Digital Local Channel - Each Additional 1/2 Mile	1LDPA	0	\$0.00	\$20.00	\$0.00	
Premises Visit Charge	MGLPV	1	\$0.00	\$0.00	\$0.00	
Standard Data Network Interface (1.544M Jack)	RJ48C	2	\$0.00	\$0.00	\$0.00	
TOTAL			\$0.00		\$190.10	

Point-to-Point MegaLink Contract Prices - Monroe County (Term = 60 Months)						
Rate Element	USOC	Quantity	Installation Cost	Monthly Cost (Unit)	Monthly Cost (Total)	
Clear Channel Capability - Extended Superframe	CCOEF	1	\$0.00	\$0.00	\$0.00	
Service Establishment Charge	MGLSE	1	\$0.00	\$0.00	\$0.00	
Digital Local Channel - First 1/2 Mile	1LDPZ	2	\$0.00	\$95.05	\$190.10	
Digital Local Channel - Each Additional 1/2 Mile	1LDPA	6	\$0.00	\$20.00	\$120.00	
Premises Visit Charge	MGLPV	1	\$0.00	\$0.00	\$0.00	
Standard Data Network Interface (1.544M Jack)	RJ48C	2	\$0.00	\$0.00	\$0.00	
TOTAL			\$0.00		\$310.10	

Point-to-Point MegaLink Contract Prices - Monroe County (Term = 60 Months)						
Rate Element	USOC	Quantity	Installation Cost	Monthly Cost (Unit)	Monthly Cost (Total)	
Clear Channel Capability - Extended Superframe	CCOEF	1	\$0.00	\$0.00	\$0.00	
Service Establishment Charge	MGLSE	1	\$0.00	\$0.00	\$0.00	
Digital Local Channel - First 1/2 Mile	1LDPZ	2	\$0.00	\$95.05	\$190.10	
Digital Local Channel - Each Additional 1/2 Mile	1LDPA	7	\$0.00	\$20.00	\$140.00	
Premises Visit Charge	MGLPV	1	\$0.00	\$0.00	\$0.00	
Standard Data Network Interface (1.544M Jack)	RJ48C	2	\$0.00	\$0.00	\$0.00	
TOTAL			\$0.00		\$330.10	

Point-to-Point MegaLink Contract Prices - Monroe County (Term = 60 Months)						
Rate Element	USOC	Quantity	Installation Cost	Monthly Cost (Unit)	Monthly Cost (Total)	
Clear Channel Capability - Extended Superframe	CCOEF	3	\$0.00	\$0.00	\$0.00	
Service Establishment Charge	MGLSE	3	\$0.00	\$0.00	\$0.00	
Digital Local Channel - First 1/2 Mile	1LDPZ	6	\$0.00	\$95.05	\$570.30	
Digital Local Channel - Each Additional 1/2 Mile	1LDPA	0	\$0.00	\$20.00	\$0.00	
Premises Visit Charge	MGLPV	2	\$0.00	\$0.00	\$0.00	
Standard Data Network Interface (1.544M Jack)	RJ48C	6	\$0.00	\$0.00	\$0.00	
TOTAL			\$0.00		\$570.30	

Point-to-Point MegaLink Contract Prices - Monroe County (Term = 60 Months)						
Rate Element	USOC	Quantity	Installation Cost	Monthly Cost (Unit)	Monthly Cost (Total)	
Clear Channel Capability - Extended Superframe	CCOEF	1	\$0.00	\$0.00	\$0.00	
Service Establishment Charge	MGLSE	1	\$0.00	\$0.00	\$0.00	
Digital Local Channel - First 1/2 Mile	1LDPZ	2	\$0.00	\$95.05	\$190.10	
Digital Local Channel - Each Additional 1/2 Mile	1LDPA	14	\$0.00	\$20.00	\$280.00	
Premises Visit Charge	MGLPV	1	\$0.00	\$0.00	\$0.00	
Standard Data Network Interface (1.544M Jack)	RJ48C	2	\$0.00	\$0.00	\$0.00	
TOTAL			\$0.00		\$470.10	

Point-to-Point MegaLink Contract Prices - Monroe County (Term = 60 Months)					
Rate Element	USOC	Quantity	Installation Cost	Monthly Cost (Unit)	Monthly Cost (Total)
Clear Channel Capability - Extended Superframe	CCOEF	2	\$0.00	\$0.00	\$0.00
Service Establishment Charge	MGLSE	2	\$0.00	\$0.00	\$0.00
Digital Local Channel - First 1/2 Mile	1LDPZ	4	\$0.00	\$95.05	\$380.20
Digital Local Channel - Each Additional 1/2 Mile	1LDPA	36	\$0.00	\$20.00	\$720.00
Premises Visit Charge	MGLPV	2	\$0.00	\$0.00	\$0.00
Standard Data Network Interface (1.544M Jack)	RJ48C	2	\$0.00	\$0.00	\$0.00
TOTAL			\$0.00		\$1,100.20

2 CIRCUITS

490 - 63 St. to 2798 Overseas Hwy.